SHREEJI
DEVELOPERS
Builders & Developers

To,
Maha RERA Authority,
6th floor, HousefinBhavan,
Plot No C-21, E Block,BKC,
Bandra (E), Mumbai:-400051
Date :-13/09/2023

Subject:- Deviation Report on Agreement for sale the project named **SHREEJI SOLITAIRE** CTS NO 1C/2/77 LOCATED AT VILLAGE KANDIVALI, CHARKOP, KANDIVALI WEST, MUMBAI 400067.

Deviation Clause

<table>
<tr><th>Clause no as per our draft</th><th>Actual clause</th></tr>
<tr><td>1</td><td>AGREEMENT
The recitals contained above and schedules and annexures hereto form anintegral and operative part of this agreement as if the same were set out andincorporatedherein verbatim.</td></tr>
<tr><td>3.5</td><td>The Purchaser/s hereby agree/s, covenant/s and undertake/s to pay the Sale Price of Rs _____/- (Rupees _____only) to the Promoters as follows:-
<table>
<tr><th></th><th>PAYMENT SCHEDULE SOLITAIRE</th><th></th></tr>
<tr><th>Sr.No</th><th>Activity</th><th>Percentage of work</th></tr>
<tr><td>1</td><td>Earnest money</td><td>10.00%</td></tr>
<tr><td>2</td><td>On commencement certificate</td><td>10.00%</td></tr>
<tr><td>3</td><td>on completion of Plinth</td><td>20.00%</td></tr>
<tr><td>4</td><td>on completion on 3rd Slab</td><td>3.00%</td></tr>
<tr><td>5</td><td>on completion on 6th Slab</td><td>3.00%</td></tr>
<tr><td>6</td><td>RCC Slab 9th Slab</td><td>2.00%</td></tr>
<tr><td>8</td><td>Internal walls, (BLOCK WORK) Wooden Doors frame of particular floor</td><td>5.00%</td></tr>
</table></td></tr>
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1st Floor, Shreeji Atlantis, Gautam Buddha Marg, Orlem, Malad (W), Mumbai - 400 064.

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28673940/50/60
office@shreejigroup.net
shreejioffice7179@gmail.com
www.shreejigroup.net

		7	RCC Slab 12th.Slab	2.00%	
		9	Gypsum & Internal Plaster of particular floor	2.00%	
		10	RCC Slab 15th Slab	2.00%	
		11	RCC Slab 18th Slab	2.00%	
		12	RCC Slab 21st Slab	2.00%	
		13	Kitchen Platform, Electrical concealed of particular floor	3.00%	
		14	Internal Plumbing concealed (inside flat) waterproofing of particular floor	5.00%	
		15	Dado tiles &Flooring of particular floor	3.00%	
		16	Sanitary Fitting, Electrical works, Electrical fittings (inside flat) of particular floor	3.00%	
		17	Lift installation & Terrace waterproofing	5.00%	
		18	Internal Painting of particular floor	3.00%	
		19	Elevation/ EX Painting	5.00%	
		20	Staircase,Lift lobby , OH Tank & Fire Fighting, UG Tank & Compound wall, Entrance lobby	5.00%	
		21	Possession	5.00%	
			TOTAL	**100.00%**	

3.7	The Purchaser/s shall make all payments of the Sale Price due and/or payabletothePromotersthroughanaccountpayeecheque/demanddraft/payorder/ wire transfer / any other instrument drawn in favourof" _____".Incaseofanyfinancingarrangemententered by the Purchaser/s with any financial institution with respect to thesaid Flat, the Purchaser/s undertakes to direct such financial institution to, andshall ensure that such financial institution does disburse/pay all such amountstowardsSalePricedueandpayabletothePromotersthroughanaccountpayee cheque / demand draft / wire transfer / any other instrument drawn infavourof"_____".Any paymentsmadein favour of any other account other than mentioned hereinabove shall not betreated as payment towards the said Flat and shall be construed as a breach onthe part of the Purchaser/s, in which eventwithout prejudice totheright ofthe Promoters to charge interest at the Interest Rate on the amounts due, thePromoters shall be entitled to terminate this Agreement and forfeit 10% of theSale Price along with brokerage charges (if any) as reasonable, pre-estimated,genuine and agreed liquidated damages and return balance (if

	any) to thePurchaser/s within 30 (thirty) days from the date of such termination of theAgreement.
3.10	The Purchaser/s further agree/s, undertake/s and covenant/s that while makingthe payment of installments of Sale Price and GST thereon, the Purchaser/sshall deduct TDS (presently at the rate of 1% of the amount paid) as may beapplicable from time to time. The Purchaser/s after making payment of eachinstallments and GST, on or before 7th day of next month, shall file requiredforms with the Income Tax Authority in the prescribed format and on orbefore 22nd day the month on which respective form/sis/are filed, shallfurnish challan to the Promoters. The Purchaser/s is/are aware that the time tomake the payment of installmentsand GST and all other taxesas mentionedin above is the essence ofcontractand in event of delay on part of thePurchaser/s to make the payment of any of thethree installments togetherwithGSTand/oranyothertax(includingdeliveringchallan/certificatethereof),thenwithoutprejudicetorightofthePromoterstocancelandterminate this Agreement, the Purchaser/s shall be liable to pay interest at theInterest Rate to the Promoters on all delayed payments from the due date tillthedate ofrealization thereof.
4	VOLUNTARYCANCELLATIONBYPURCHASER/S In the event, the Purchaser/s desire/s to cancel the allotment of said Flat foranyreasonwhatsoever(saveandexceptthePromoterfailstoofferthepossession of the said Flat in terms of this Agreement), then Promoters shallbe entitled to forfeit the amounts equivalent to 10% (ten per cent) of the SalePrice and the Purchaser/s shall not be entitled to claim such amount paid byhim/her/them to the Promoters. The Purchaser/s shall also have to bear andpay to the Promoters, at the time of cancellation, the brokerage charges (if thesaid Flat is purchased through the broker) which brokerage shall have beenalready paid by the Promoters to the broker. The Promoters shall not be liableto refund GST and all other taxes paid or payable on this Agreementand/oron the Sale Price and/or interest and/or otherwise. It is agreed by and betweenthepartiesthatalltheamountsdueandpayablebythe Purchaser/s,asspecified hereinabove, shall be deducted from the amount received by thePromotersfromthePurchaser/stillthetimeofsuchcancellation.ThePromoters shall return the balance amount from the Sale Price (if any) to thePurchaser/swithin 30(thirty) daysfrom thedateof suchcancellation.
5	FULLAGREEMEN The Parties hereto confirm that this Agreement constitutes the full agreementbetweenthePartiesheretoandsupersedesallpreviousagreements,arrangements,understanding,writings,allotment,letters,brochuresand/orotherdocuments enteredinto, executed and/or provided.
6	PARKINGSPACE/SANDAPPURTENANTAREA 6.1 The Purchaser/s is/are aware that the said Parking Space/s and AppurtenantArea are provided by the Promoters to the Purchaser/s without consideration.The Purchaser/s will be bound to abide with the rules and regulations as

	maybeframedinregardtotheParkingSpace/sbythePromotersand/orthesaid CHARKOPPOWER GAS STAFF CO-OP. HSG. SOC. LTD(CRYSTAL GREEN) and shall pay such outgoings in respect of the ParkingSpace/sandAppurtenantAreaasmaybeleviedbysaidCHARKOPPOWERGASSTAFF CO-OP.HSG.SOC.LTD(CRYSTALGREEN). 6.2 The Purchaser/s herein agree/s and confirm/s that Parking Space/s shall beused for parking of the motor vehicles only and the Appurtenant Area shall beused for lawful purposes only and for no other purpose and that no alterationand/or modification and /or construction of any nature shall be carried out intheParkingSpace/s and/orAppurtenant Area; 6.3 The Purchaser/s herein agree and confirm that he/she/they shall not raise anyobjection to the designations/selections of parking done/to be done by thePromoters for other purchaser/s and accepts the designation of the ParkingSpace/sallotted to thePurchaser/s herein.
7	EVENTOFDEFAULTANDCONSEQUENCES 7.1 The Promoters shall be entitled (but not obliged) to terminate this Agreementonthe happeningof anyofthe followingevents ("Eventsof Default"): I. If the Purchaser's delays or commits defaultin making payment ofany of the amounts and/or any of the three installments of any amountpayableunder this Agreement orotherwise; II. If the Purchaser/s commits breach of any of the terms, conditions,covenantsandrepresentationsof thisAgreementand/orany otherwriting and/or the terms and conditions of layout, I.O.A., C.C. and/orany other sanction, permission, approvals, undertakings, writings andaffidavits etc.; III. If the representation, declarations and/or warranties etc. made by thePurchaser/s inthe present Agreement and/or any other documentsexecuted and/or entered into or to be executed and/or entered into bythePurchaser/s is untrue or false; IV. IfthePurchaser/shas/havebeendeclaredand/oradjudgedtobeinsolvent,bankrupt etc. and/or ordered to bewound up; V. If the Purchaser/s is/are, convicted of any offence involving moralturpitude and/or is sentenced to imprisonment for any offence for notlessthan sixmonths; VI. IfReceiverand/oraLiquidatorand/orOfficialAssigneeoranyperson is appointed of the Purchaser/s or in respect of all or any of theassetsand/or properties of thePurchaser/s. VII. If the Purchaser/s have received any notice from the Government inIndia (either Central, State or Local) or foreign Government for thePurchaser/sinvolvementinanymoneylaunderingoranyillegalactivityand/orisdeclare dtobeaproclaimedoffenderand/orawarrantis issued against him / her/them. VIII. If the Purchaser/s carries out any structural alteration and/or additioninrespect

	of theSaidFlat or Said NewBuildingor anyparttherеof; IX. If the Purchaser/s fail/s to make payment of any outgoing/s, taxes,maintenancechargesetc.inrespectoftheSaidFlatoranyparttherеof; On happening or occurring of any of the Event of Default, the Promoters shallwithout prejudice to all other rights that the Promoters may have against thePurchaser/seitherunderthisAgreement,orinlaworotherwise,thePromotersshallgive 30(thirty)daysnoticetothePurchaser/storectify/remedy such breach and during the notice period, the Purchaser/s shallbe liable to bear and pay interest at the Interest Rate on the due and payableamount. In the event Purchaser/s fail/s to rectify/remedy the breach withinnoticeperiod,thenthePromoters shallbe entitled(but shall not beobliged)toforthwithterminatethisAgreement("TerminationDate")and(ii)forfeit/ded uctallamountsmentionedhereinaboveandbalanceifany,shallbe refunded to the Purchaser/s without any interest within 30 (thirty) daysfrom the Termination Date. It is further clarified that any profit arising fromsale of the said Flat to the new purchaser/s shall be of the Promoters and thePurchaser/sshallhavenoclaimagainstthesame.IfformakingpaymentoftheSalePriceth ePurchaser/shas/haveavailedloanfromfinancialinstitutions, banks or other institutions against the security of thesaid Flatthen the same shall besubject to the consent and approvalof the Promoters.In the event of the Purchaser/s committing default of the payment of theinstallments of the Sale Price or otherwise and in the event of the Promotersexercising their right to terminate this Agreement, the Purchaser/s shall andhereby undertake to clear the mortgage debt outstanding at the time of suchtermination. The Purchaser/s, at his/her/their own cost and expenses, shallobtainnecessaryletter/noduecertificatefromsuchfinancialinstitution,banksetc.stat ingthatthePurchaser/shas/haveclearedthemortgage/debt/charge within 15 days from the Termination Date. On receiptof such letter/no due certificate from the financial institution, banks etc. thePurchaser/s shall be entitled to the refund of the amount(if any). However,thePromotersshalldirectlypaytheamountpayabletothefinancialinstitution, bank, their employer or other such institutions by the Purchaser/sfrom the balance amount standing to the credit of the Purchaser/s with theOwner(ifany)towardsthesaidFlatand(paidbyhim/her/themtothePromoterstowards theSalePrice)totheextentsoastoclearthemortgage/debt/chargeonthesaidFlat.Onlyonr eceiptofsuchletterofclearanceofmortgagedebtfromsuchbank,financialinstitutionetc.th ePurchaser/s shall be entitled to the refund of the balance amount standingcredited to the account of the Purchaser/s (if any) with the Promoters towardsthesaidFlat.Notwithstandingallthatisstatedhereinabove,itshallALWAYS be obligatory on the part of the Purchaser/s to pay the

	installmentsoftheconsiderationamountasandwhendueunderthetermsofthisAgreement and the Purchaser/s shall duly and promptly pay the installmentsoftheconsiderationamountirrespectiveofthefactthatthePurchaser/shas/haveappliedfortheloantosuchfinancialinstitution,banks,theiremployers or such other institution and irrespective of the fact that the saidloans are being under process and sanction awaited and/or is rejected. ThePurchaser/sshallnotbepermittedtoraiseanycontentioninrespectofhis/her/their failure to pay the installments of the paytothePromotershis/her/theirproportionatesharetomakeupsuchdeficit. Notwithstanding anything contrary contained herein, in case the Purchaser/sfail or are otherwise unable to make payment of any of the amounts and/orinstallments of any amount payable under this Agreement or otherwise, to thePromoters, then the Promoters shall without prejudice to any other rights orremediesthatitmay haveagainstthePurchaser/s,includingtherighttoterminate and forfeit the amounts as mentioned in Clause 7.2 from the SalePriceandputanendtothisAgreementasmentionedherein,andbeentitledto receive and recover from the Purchaser/s and the Purchaser/s shall pay tothe Promoters interest on all outstanding payment at theInterest Rate fromtheduedate till thedateofrealization thereof. All the aforesaid rights and/or remedies of the Promoters are cumulative andwithoutprejudiceto oneanother. Consideration amount ontime and on the due dateson the basisthatthePurchaser/s hasappliedforloantosuchfinancialinstitution,banks,theiremployersorsuchotherinstitutions and that the same are under process of disbursement or that thesaid loan application of the Purchaser/s is rejected. In the event of the failureof the Purchaser/s to pay the installments of the consideration amount thePromoters shall be entitled to enforce its rights as mentioned herein. In case,thereshallbedeficitinthisregard,thePurchaser/sshallforthwithondemand
9.1	The Promoter has prior to the execution of this Agreement as well as at the time of execution of these presents disclosed to the Purchaser the plan relating to the Project.
12.3	In case of any structural defect in the Flat or any defects in the Project onaccount of workmanship, quality orprovision of service, which are outsidethe purview of thewarranties, guarantees and annual maintenance contractsprovided by the third party contractors / vendors, then in thatevent thewherever possible such defects shall be rectified by the Promoter at its owncost and expense. Provided However, the Promoter shall not be liable to carryout such rectification in case if such defects have surfaced by reason of anyact of the Purchaser or any other force majeure circumstance arising.ThePurchaser hereby agrees and undertakes that the Purchaser shall not carry out any alterationsofwhatsoevernatureinthesaidflatorbuildingsoranystructures related to the

	Common Areas and Amenities of the Project whichshall include but not be limited to columns, beams etc. or in thefittingstherein, in particular. It is hereby agreed that the Purchaser/s shall not makeany alterations in any of the fittings, pipes, water supply connection or anyerection or alteration inthe bedroom, toilet and kitchen, which may result inseepageof the water. If any of such works are carried out by the Purchaserand which result in any defect, then the defect liability of the Promoter shallautomaticallybecomevoid.Theworddefectheremeansonlythemanufacturingandworkmanshipdefect'scausedonaccountofwillfulneglectonthepartofthePromoter,andshallnotmeandefect/scausedby normalwearandtearandbynegligentuseof Flats/ShopsbythePurchasers/occupants,vagaries of natureetc.
12.5	Further where the manufacturer warranty as shown by the Promoter to the Purchaser/s before the defects liabilis period, and if the annual maintenance contracts are not done/renewed by the Purchaser/s, the Promoter shall not be responsible for any defects occurring due to the same.
12.6	The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/ manufacturers that all equipment's, fixtures and fitting shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Apartments and the common project amenities wherever applicable.
17	**ENTRYINTHE SAIDPREMISES** The Purchaser/s shall permit the Promoters and their surveyors and agentswithorwithoutworkmenandothersatreasonabletimestoenterintoanduponthesaidPremisesoranyparttherefofforthepurposeofmaking,maintaining, rebuilding, cleaning, lighting and keeping in order and goodconditionsallservices,drains,pipes,cables,watercovers,gutters,wires,party walls, structure or other conveniences belonging to or serving or usedfor the Project and/or the said property and also for the purpose of layingdown, maintaining,repairing andalsofor purpose of cutting ofessentialservices including water supply to or any of the premises of the Project inrespect whereof, the purchaser/s of such other premises, as the case may be,shall have made default in paying his/her/their share of taxes, maintenancechargesetc.
19	**MAINTENANCECONTRACT** **<u>PROJECT</u>** I. The Promoters shall have the right to enter into contract with any thirdparty/agencyforthepurposeofmaintenanceandupkeepoftheProject, such decision shall be final and binding and Amenities of saidTower , excluding Property of CHARKOP POWER GAS STAFFCO-OP.HSG. SOC. LTD (CRYSTALGREEN)) The Promoters shall have the right to enter into contract with any thirdparty/agency for

	the purpose of maintenance and upkeep of the saidproject/said property, such decision shall be final and binding until thecharge is given to the said CHARKOP POWER GAS STAFF CO-OP.HSG.SOC.LTD(CRYSTALGREEN).Thereafter,theCHARKOPPOWERGASSTAFFCO-OP.HSG.SOC.LTD(CRYSTAL GREEN) will undertake to maintain the said propertyand every part thereof in the manner as it was handed over save andexceptnormal wear and tear oftheproperty.
20	HOARDINGSANDSIGNBOARDS ItisexpresslyagreedthatthePromotersshallhaveanirrevocablerightandbe entitled to put a hoarding on the Project/said propertyor any parts ofincluding on the terraceand/or on the parapetwalland such hoardingsmaybe illuminated or comprising of neon sign and for that purpose, the Promotersare fully authorized to allow temporary or permanent construction or erectionfor installation on the exterior of the Tower as the case may be and further thePromoters shall be entitled to use and allow third parties to use any part of thesaid Tower/said property for installation of cables, satellite, communicationequipment, cellular telephone equipment, radio turnkey equipment, wirelessequipmentandallotherequipmentsetc.ThePurchaser/sagree(s)nottoobject or dispute the same. It is further expressly agreed that the Promotersshall have an irrevocable right and be entitled to receive, recover, retain andappropriatealltherents,profitsandothercompensationincludinganyincrease thereof and the Purchaser/s / CHARKOP POWER GAS STAFFCO-OP. HSG. SOC. LTD (CRYSTAL GREEN) shall not have any right orbeentitledtoanyoftherents,profitsandothercompensationincludingany increasethereoforanyparttthereof.Alltherents,profitsandothercompensationincludinganyincreasethereofshallsolelyandabsolutelybelongto thePromoters.
24.1	No forbearance, indulgence or relaxation or inaction by the Promoters at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.
28.2	The Purchaser/s and Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoters and Purchaser/s will attend such office and admit execution thereof
28.3	The Purchaser/s shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents

	for allotment of the said Premises including on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Purchaser's account.
32.1	The Purchaser/s hereby declares that he/she/they has/have gone through this Agreement and all the documents related to the Real Estate Project, and also the Project and has / have expressly understood the contents, terms and conditions of the same and the Purchaser/s after being fully satisfied has / have entered into this Agreement and further agrees not to raise any objection in regard to the same.

For M/S SHREEJI DEVELOPERS

Partner

Date:- 13/09/2023

SHREEJI DEVELOPERS MUMBAI 64